

Honorable Randy Crane

11/10/14

For the southern District of Texas

Jose and Maria G. Perez

Mcallen Division

311 E. Eldora Rd.

Pharr, Tx. 78577-7502

Civil Action No. M-13-CV-261

Your Honor Randy Crane,

On May 23, 2013 I hired Attorney James P. Grissom and Joseph A. Connors III to represent me on a case against the sheriff department and mission police Department. In one year I saw the attorneys only three times, the fourth time on May 2, 2014 he told me my case was dismissed but if I gave him between ten or twelve thousand dollars he can keep my case alive. Since I don't have that kind of money I fired him on May 5, 2014 at 3: 20 p.m. On May 28, 2014 I was granted motion to withdraw from James P. Grissom and Joseph A. Connors III. I got my file four days later so on June 2, 2014 I hired Javier Pena from the Pena law firm after I hired him I received four different documents from the Federal Court and took them to my attorney and tried to make an appointment to talk to him but the secretary would tell me every time that he was at court that he would call me back whenever he had time, after that I called the office and the secretary would tell me that everything was fine with my case, finally I got an appointment with him the last days of September and asked him about my case and he told me that everything was going good. Then he got a witness on my case the name is Joe Padilla, all he has to do is remove Patrick L.T. Shumaker and that was the end of that meeting. After that I got another appointment with him on 11-6-14 and he told me my case is dismissed before he took the case and I got some agreements hire a lawyer and take Grissom and Connors to court they are responsible for dismiss and lose my case that he didn't have anything to do with that, but if I want to appeal the case that its going to cost me ten thousand dollars and that I had to pay it in advance, but I told him that I don't have that kind of money and he responded "then you have a big problem"

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so I left and went to the tenth floor in the courthouse and asked the clerk about my case, she checked on the file and responded "the case is still open" but my attorney doesn't answer the letters that the judge sent him then she said no Javier Pena was on my case. According to my records my attorney is Chad E. Fulda someone I've never even heard of so she advised me to go speak to Mr. Pena and show him the documents that said my case wasn't closed. So the secretary said he didn't have any time to talk to me, that I should make an appointment in another three weeks when he had time, if I have the ten thousand dollars for the appeal I can speak to me then I told her that I had some documents from the courthouse that I wanted to show him but she told me they don't need to see any documents, my case is dismissed and lost and that was that so I asked her who Chad E. Fulda was and she told me its one of the attorneys from a law firm so I told her I wanted to speak to him or have an appointment with him then she went into the office for about half an hour and when she came out she told me Mr. Fulda doesn't want to see or speak to me, my case was dismissed and lost and that's that bye. I then turned around and told her to take my papers and she said "I don't want any papers from you" so I walked out left the papers on the desk and went to the courthouse to speak to one of those clerks and she advised me to write a letter to the judge what they have been doing to my case. So I don't know what to do, can I represent myself? Ill be waiting to hear from you back.

Sincerely, Jose and Maria G. Perez

A handwritten signature in black ink, appearing to read "Jose & Maria", written in a cursive style.

# THE PEÑA LAW FIRM

A Professional Limited Liability Company

• Javier Peña

• Francisco I. Peña M.D., J.D.  
of counsel

203 S. 10<sup>th</sup> Street, Edinburg, Texas, 78539 • 956-383-0751 • 956-383-5980 (fax)

## ATTORNEY RETAINER AGREEMENT AND POWER OF ATTORNEY

Jose G Perez (hereinafter called "the client"), hereby employs, constitutes and appoints the undersigned attorneys as true and lawful attorneys in name, place and stead to appear for and represent the clients in all causes of action and matters arising out of and resulting from :

Against: Guadalupe "Lupe" Trevino, Sheriff of Hidalgo  
County and City of Mission Texas

### Contingency Fee

In consideration of such legal services, the client(s) agree to pay the attorney(s) a fee, CONTINGENT ON WHAT IS RECOVERED in this matter by way of settlement, judgment or otherwise, to be computed as follows:

- (1) 40 % upon settlement, judgment or otherwise;
- (2) 45 % if case is appealed;

**IF AT THE CONCLUSION OF THE CASE, NOTHING IS RECOVERED ON BEHALF OF THE CLIENT(S), THE CLIENT(S) SHALL OWE THE ATTORNEY(S) NEITHER A FEE NOR REIMBURSEMENT OF EXPENSES.**

### Advancement of Expenses

It is understood and agreed that the attorney(s), will advance all necessary and reasonable expenses deemed expedient or necessary in the investigation, presentation, prosecution, trial or appeal of such claims. Such expenses advanced by the attorney(s), will be repaid to them, together with interest therein or the cost of credit thereon, from any recoveries made. Advanced expenses which shall be reimbursed include office expenses attributable to the representation, other than general overhead expenses. Such reimbursable office expenses shall include, but not be limited to, internal document copying (25 cents per page), document copying performed by others, photograph, video and document imaging expenses and reproduction thereof, mileage and travel expenses, airfare mileage, long distance telephone charges, fax and electronic mail expense, postage, settlement and trial exhibits, computer illustrations, animations and presentations. The reimbursable expenses will also include any and all expenses or costs paid to and for persons, entities or businesses outside the firm which are related to representation, including but not limited to, experts and their staffs, jury consultants, interpreters, investigators, court reporters, videographers and document imaging companies and personnel. Again, in the event no recovery is made, no repayment of expenses advanced will be required.

**ATTORNEYS' FEES WILL BE DETERMINED BEFORE REPAYMENT OF EXPENSES; THAT IS, ATTORNEYS' FEES WILL BE CALCULATED BASED ON THE GROSS RECOVERY, BEFORE EXPENSES ARE DEDUCTED.**

### Assignment

This assignment and employment is binding upon the client(s), his/her/their heirs, successors, representatives and assignees.

### Compromise and Settlement

No compromise or settlement of the above claim will be made without the consent of the client(s).

### Right of Withdrawal

If at any time the attorney(s), determines for whatever reason, that the prosecution of said claim(s) should be discontinued, the attorney(s), may withdraw from said representation. With respect to such withdrawal, the attorney(s) shall give sufficient notice to client(s) so that client(s) may have a reasonable time, not to exceed thirty (30) days, to obtain substitute counsel in the event that client(s) wish to continue the prosecution of said claim(s).

### Client(s) Duty of Cooperation

The client(s) will keep the attorney(s) informed of his/her correct address and telephone number; in the event the address of the client(s) changes and the attorney(s) is unable to locate the client(s) after a reasonable effort the attorney(s) is hereby authorized to take whatever action may be necessary in this matter, including settlement, dismissal or abandonment of said claims, without the prior approval of the client(s).

### Permission to Use Case as Teaching and Seminar Aid

The client(s) authorize attorney(s) to retain and utilize exhibits, documents and materials developed in this case as teaching and demonstration aids in lectures and professional presentations and publications, subject to provisions being made for the protection of the clients' privacy.

### Non-Solicitation Clause

By signing and entering into this employment contract, the client(s) hereby affirm(s) that this case was not solicited by the attorney(s), that the contract is not being entered into as a result of promises of money and that no promises of a successful recovery have been made to the client(s).

### Entire Agreement

This Agreement contains the entire Agreement between the parties hereto. No change, addition or amendment shall be made hereto, except by written agreement signed by the parties hereto.

SIGNED this 2 day of June, 2014.



(Name in Print)

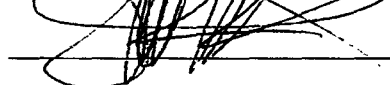
JOSE G. PEREZ



(Name in Print)

MARIA G PEREZ

APPROVED AND ACCEPTED  
BY:



DATE:

JOSE AND  
MARIA G. PEREZ

CIVIL ACTION NO. M-13-CV-261

to the HONORABLE JUDGE  
RANDY CRANE